



**Andrea Sanders
Commissioner**

Request for Qualifications

RFQ No. 2021QRTPA001

RFX No. 3140002781

Issue Date: August 11, 2021

MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

INVITATION: Sealed Statement of Qualifications, subject to the attached conditions, will be received at this office until September 3, 2021, 12:00 p.m., CST for the acquisition of the product/services described below.

Qualified Residential Treatment Program Assessment Services (QRTPA)

Request for Qualifications Coordinator: Deanisha Hopson
contracts@mdcps.ms.gov

MDCPS reserves the right to amend the contents of this RFQ as it deems necessary. It is the Offeror's sole responsibility to monitor the MDCPS website (<https://www.mdcps.ms.gov/procurement/>) for amendments to this RFQ to ensure that their response is pursuant to the amended RFQ, if applicable.

MDCPS RESERVES THE RIGHT TO REJECT ANY AND ALL STATEMENT OF QUALIFICATIONS WHERE THE OFFEROR TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFQ AND/OR FAILS TO MEET THE TERMS AND CONDITIONS AND/OR IN ANY WAY ATTEMPTS TO LIMIT THE RIGHTS OF MDCPS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFQ.

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Section 1

1.1 Background

The Mississippi Department of Child Protection Services was created as the state's lead child welfare agency by the 2016 Mississippi Legislature, separating it from the Mississippi Department of Human Services. The mission of MDCPS is to lead Mississippi's efforts in keeping children and youth safe and thriving by:

- strengthening families;
- preventing child abuse, neglect and exploitation; and,
- promoting child and family well-being and permanent family connections

1.2 Statement of Qualification Acceptance Period

Respondents shall submit **one (1) original, signed hard copy of the qualification package in a binder** and **one (1) electronic copy of the qualification package on a USB flash drive** in a **sealed** envelope or package to the following (mailed or hand-delivered), no later than the time and date specified for receipt of qualifications.

PLEASE MARK YOUR ENVELOPE:

Request for Qualifications for Qualified Residential Treatment Program Assessment Services
RFQ No. 2021QRTPA Opening Date: September 3, 2021
RFX Number: 3140002781
Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39202
SEALED QUALIFICATION PACKAGE
*****DO NOT OPEN****

Original Statement of qualification (physical copy - in labeled binder) shall include four (4) Tabs and dividing appropriate sections of Respondent's statement of qualification as further described in Section 4.2 of this RFQ.

Electronic copy of the statement of qualification shall be stored on a USB Flash Drive drive that includes separate PDF file folders of each required Tab as designated in the table above and further described in Section 4.2 of this RFQ

The contents of each Tab/Folder shall contain the following:

| Binder Submission | USB Flash Drive Submission | Contents of Each Tab/File Folder |
|-------------------|----------------------------|------------------------------------|
| Tab 1 | File Folder 1 | Entire Statement of Qualification |
| Tab 2 | File Folder 2 | Price & Financial Data Information |
| Tab 3 | File Folder 3 | Technical Information |
| Tab 4 | File Folder 4 | Management Information |

1.2.1 Required Letter of Intent

Offerors shall notify MDCPS of their intention to submit a statement of qualification. The letter of intent (Attachment L) shall be submitted via email Contracts@mdcps.ms.gov by August 27, 2021, 12:00 p.m. CST. The letter of intent shall include the title of this request for qualifications, the Offeror's organizational name and address, one (1) to two (2) sentences stating that the Offeror's organization intends to submit a statement of qualification for this service, location of the service area, and the contact person's name, title, phone number, fax number, Tax I.D. number, DUNS number, address and email address. Contracts@mdcps.ms.gov shall acknowledge receipt of letter of intent via email. **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent**

1.2.2 Procurement Schedule

| Task | Date |
|--|-------------------------------------|
| Advertisement | August 11, 2021; August 18, 2021 |
| Receive Questions for Clarification Deadline | August 23, 2021, 12:00 p.m., CT |
| Respond in Writing to Clarification (www.mdcps.ms.gov) | August 25, 2021 |
| Required Letter of Intent Deadline | August 27, 2021, 12:00 p.m. CT |
| Statements of Qualification Deadline | September 3, 2021, 12:00 p.m. CT |
| Evaluation of Submitted Statements of Qualifications | September 7, 2021 or later |
| Notice of Intent to Award | September 13, 2021 or later |
| Proposed Period of Performance | November 8, 2021 - November 7, 2022 |

*Dates subject to change at the sole discretion of MDCPS.

1.3 Expenses Incurred in Preparing Offers

MDCPS accepts no responsibility for any expense incurred by the Offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Offeror.

1.4 Registration with Mississippi Secretary of State

By submitting a Statement of Qualifications, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) days of being offered an award. Sole proprietors are not required to register with Mississippi Secretary of State

1.5 Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File

1.5.1 MAGIC Vendor Code: Any Offeror who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#

Supplier number shall be furnished upon request within three (3) business days of written notification of award.

1.6 Vendor Self-Certification The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Offeror review the State of Mississippi Minority Vendor Self-Certification Form (Attachment K)

This information is for tracking/reporting purposes only and will not be used in determining which Offeror will be chosen for the project. Any Offeror who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the statement of qualification.

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

If Offeror is claiming status as a Minority Business Enterprise or Woman Business Enterprise, the Offeror must furnish the Minority Vendor Self-Certification Form within three (3) business days of written notification of award.

1.7 Debarment

By submitting a Statement of Qualification, the Offeror certifies that it is not currently debarred from submitting Statement of Qualification for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting statement of qualifications for contracts issued by any political subdivision or agency of the State of Mississippi.
(Attachments I and J - FDVR and PDV Forms, respectively)

1.8 Additional Information

Questions related to services shall be submitted in writing to Taylor Cheeseman at Contracts@mdcps.ms.gov no later than August 23, 2021, 12:00 p.m., CST. Questions concerning the technical portions of the Request for Qualifications should be directed to Deanisha Hopson at Contracts@mdcps.ms.gov no later than August 23, 2021, 12:00 p.m., CST. Respondents are cautioned that any statements made by the contact or technical contact person that materially change any portion of the Request for Qualifications shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Qualifications. All questions and answers will be published on MDCPS' website (www.mdcps.ms.gov) in a manner that all respondents will be able to view by **August 25, 2021**, unless a longer time is deemed necessary by the Chief Procurement Officer.

From the release of this RFQ until a contract is executed, Offerors shall not communicate with any MDCPS staff concerning the RFQ except by using the method described above. If the Offeror attempts any unauthorized communication, MDCPS reserves the right to reject the Offeror's Statement of Qualifications.

1.9 Proprietary Information

The Offeror should mark any and all pages of the qualification considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. **(Attachment G)**

1.10 Type of Contract – Firm Fixed Price Agreement

A firm fixed-price contract provides a price that is not subject to adjustment because of variations in the contractor's cost of performing the work specified in the contract.

1.11 Written Qualifications

All Statement of Qualifications shall be in writing.

RESPONDENTS MAY NOT IDENTIFY THEMSELVES IN THE STATEMENT OF QUALIFICATION SECTIONS DESIGNATED AS "REDACTED." THE RESPONDENTS MAY IDENTIFY THEMSELVES ONLY IN SECTIONS DESIGNATED AS "NOT REDACTED." Respondent's statement of qualification shall be redacted so that no Respondent's Identifiable Information is included in statement of qualification sections labeled as "REDACTED." Identifiable information includes, but is not limited to, the following: any prior, current and future names, acronym, or addresses of the respondent; any names of incumbent staff, any prior, current and future logos, watermarks, and company colors; any information, which identifies the respondent as an incumbent; and any other information, which would affect the blind evaluation of technical or cost factors. If any exhibits or attachments to respondent's statement of qualification identify or distinguish the respondent in any way, the statement of qualification may be immediately rejected and may not be considered for award.

Specific sections of respondent's statement of qualification shall be REDACTED (according to the above instructions) based on the designations provided in this RFQ. Examples of RFQ Sections and Subsections on which redactions should be based contain the following designations: **"MANAGEMENT FACTOR – NOT REDACTED"; "TECHNICAL FACTOR – REDACTED"; "PRICING – REDACTED"; and "FINANCIAL INFORMATION – REDACTED."** Respondent's statement of qualification shall separate **"REDACTED"** statement of qualification sections/subsections from **"NOT REDACTED"** sections/subsections so that a **"REDACTED"** section/subsection is not comingled with a **"NOT REDACTED"** section/subsection or vice-versa. This may be accomplished through separate packaging or use of

definitive dividers for each respective section/subsection. Electronic copies of respondent's statement of qualification shall contain separate, individual files distinguishing "REDACTED" from "NOT REDACTED" sections/subsections. The submission format of Section 4.2 shall be used.

1.12 Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment (**Attachment C**) with the Statement of Qualification, by identifying the amendment number and date in the space provided for this purpose on the statement of qualification form, or by letter. The acknowledgment must be received by MDCPS by the time and at the place specified for receipt of Statement of Qualifications.

1.13 E-verify

If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such cancellation/termination, Independent Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State. E-verify registration documentation shall be furnished upon request

within three (3) business days of written notification of award. (<https://www.uscis.gov/verify/e-verify-enrollment-page>) .

1.14 Taxpayer Identification Number/Federal Tax Identification Number

Taxpayer Identification Number (TIN) and Employer Identification Number (EIN) are defined as a nine-digit number that the IRS assigns to organizations. A completed W9 including valid TIN/EIN shall be furnished upon request within three (3) business days of written notification of award. (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

Section 2

2.1 Type of Contract

Compensation for services will be in the form of firm fixed-price agreement.

2.2 Compensation

Compensation will be based on a flat fee per assessment in the amount of \$300.

2.3 Purpose

MDCPS is seeking to establish contracts with multiple vendors to perform assessments to determine the appropriateness of placement in therapeutic group homes/qualified residential treatment programs* licensed by the Mississippi Department of Child Protection Services for children in the custody of the Department as required by 42 U.S.C.A § 672(k)(3) and 42 U.S.C.A. § 675a(c). It is understood that any contract(s) resulting from RFQ No.2021QRTPA requires approval by MDCPS Commissioner/designee. Any contract resulting from RFQ No. 2021QRTPA001 shall become effective when fully executed by all parties.

*For purposes of this RFQ, the terms therapeutic group home and qualified residential treatment program are synonymous. Both terms refer to a congregate care setting for foster youth licensed by MDCPS and certified by the Mississippi Department of Mental Health to provide therapeutic services to foster youth in a residential setting

2.4 Scope of Services

Each youth placed by MDCPS in a therapeutic group home/qualified residential treatment program must be assessed by a qualified individual “using an age-appropriate, evidence-based, validated, functional assessment tool approved by the Secretary” of the United States Department of Health and Human Services. 42 U.S.C.A § 675a(c). This assessment must occur within 30 days of the youth being placed in the therapeutic group home and must be used (1) to assess the youth’s strengths and needs; (2) to determine whether the youth’s needs can be met in a family-based placement and, if not, the level of care required for the youth; and (3) to develop a list of specific, short- and long-term mental and behavioral health goals for the youth. This RFQ seeks qualified individuals to conduct these assessments under contract with MDCPS.

The respondents awarded contracts under this RFQ will be required to perform the following services:

- Accept referrals from MDCPS for youth assessments and complete all requirements for the assessment under the contract within thirty (30) days.
- Assess the youth's strengths and needs using the Child and Adolescent Functional Assessment Scale (CAFAS). **
- Develop a list of specific short- and long-term mental and behavioral health goals for the youth.
- Determine whether the needs of the youth can be met living with family members or in a foster family home.
- If the youth's needs cannot be met while living with family or in a foster home:
 - Determine the most effective and appropriate level of care for the youth in the least restrictive environment as consistent with the youth's short- and long-term treatment goals, including whether the placement in a therapeutic group home/qualified residential treatment facility is appropriate.
- Work in conjunction with the youth's family, the MDCPS caseworker, and other members of the youth and family's team identified by MDCPS to conduct the assessment and develop the youth's treatment goals.
- Produce a written report including the following:
 - a detailed explanation of the results of the youth's strengths and needs assessment;
 - a detailed explanation of the youth's short- and long-term treatment goals;
 - the reasons why the needs of the youth's needs cannot be met by the family or in a foster home;
 - a detailed explanation of why placement in a therapeutic group home/qualified residential treatment facility will provide the most effective and appropriate level of care in the least restrictive environment; and
 - a detailed explanation of how the placement is consistent with the youth's short- and long-term treatment goals.

In addition to the assessments conducted when a youth initially is placed in a therapeutic group home/qualified residential treatment program, the respondents awarded contracts under this RFQ also will be required to accept referrals for ongoing assessment of the suitability of the youth's placement. These assessments will be conducted once every six months as long as the youth remains in the therapeutic group home/qualified residential treatment program. The respondents awarded contracts will be required to:

- Accept referrals from MDCPS for ongoing youth assessments and complete all requirements for the assessment under the contract within thirty (30) days.
- Assess the youth's strengths and needs using the Child and Adolescent Functional Assessment Scale (CAFAS).
- Determine whether the ongoing assessment continues to support the determination that:
 - the youth's needs cannot be met through placement in a foster family home;
 - that the placement in a therapeutic group home/qualified residential treatment program provides the most effective and appropriate level of care for the youth in the least restrictive environment; and
 - that the placement is consistent with the youth's short- and long-term treatment goals.
- Produce a written report including the following:
 - a detailed explanation of the results of the youth's strengths and needs assessment;
 - a detailed explanation of the youth's progress towards meeting their short- and long-term treatment goals;
 - the reasons why the needs of the youth's needs cannot be met by the family or in a foster home;
 - a detailed explanation of why placement in a therapeutic group home/qualified residential treatment facility will provide the most effective and appropriate level of care in the least restrictive environment; and
 - a detailed explanation of how the placement is consistent with the youth's short- and long-term treatment goals.

****MDCPS will consider responses from individuals qualified to use other acceptable assessments under the federal standard, but it will be the responsibility of the respondent to demonstrate in their response to this RFQ that the proposed assessment is an acceptable alternative to the CAFAS.**

2.5 Term/ Renewal of Contracts

The term of the contract shall be for a period of one (1) year. The contract may be renewed at the discretion of MDCPS upon written notice to the Independent Contractor prior to the contract anniversary date for a period of one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed three (3). The renewal options shall end on November 7, 2025.

2.6 Multiple Awards

MDCPS reserves the right to make multiple awards.

Section 3

3.1 Insurance

The company represents that it will maintain workers' compensation insurance which shall inure to the benefit of all the company's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. All general liability, professional liability and fidelity bond insurance will provide coverage to MDCPS as an additional insured.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. A certificate of insurance providing the aforesaid coverage shall be furnished to MDCPS prior to commencement of services resulting from this RFQ. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

Section 4

4.1 Minimum Qualifications

Responses to this RFQ may be submitted either by qualified individuals or entities who employ qualified individuals. Each response to this RFQ must provide a detailed explanation, with any

available supporting documentation, as to the qualifications of each individual who will perform assessments under the contract.

Any individual performing assessments under the contract must meet the following qualifications:

- The individual must be a trained professional or licensed clinician.
- The individual must possess all necessary training to administer the CAFAS or, if an alternative assessment is proposed, all necessary training to conduct the proposed assessment.
- The individual must not be presently employed by MDCPS.
- The individual must not be presently employed by an agency or entity that provides child placement services to MDCPS.

Any entity employing qualified individuals that responds to this RFQ must meet the following requirements.

- The entity cannot presently be under contract or other agreement to provide placement services to MDCPS.
- The entity cannot be a subsidiary or other otherwise under the control of another entity that provides placement services to MDCPS.

Additionally, each individual or entity responding to this RFQ is responsible for obtaining its own rights to use the CAFAS or other proposed assessment and any necessary training to administer the assessment.

4.2 Statement of Qualification Submission Requirements

The sealed Statement of Qualification shall be typed, indexed and divided to allow for ease of handling by MDCPS

The Following Response Format Shall Be Used for All Submitted Qualification Packages:

A. Tab 1 of Binder (physical copy- in labeled binder) and electronic copy File Folder 1 on the USB Flash Drive

Entire Statement of Qualification package- (NOT REDACTED) (Vendor's name is displayed)

- Completed and signed Statement of Qualification Cover Sheet (Attachment A)
- Signed Statement of Qualification Form (Attachment B)
- Completed and signed Acknowledgement of Amendment Form, **if applicable** (Attachment C)
- Statement of Qualification Exception Summary Form (Attachment D)
- Acceptance of MDCPS Standard Terms and Conditions (Attachment E)

- Pre-Offendor's Statement of Acknowledgement Form (Attachment F)
- Completed and signed Proprietary Information Form (Attachment G)
- Required number of References provided (Attachment H)
- Completed and signed Federal Debarment Verification Form (Attachment I)
- Completed and signed Partnership Debarment Verification Form (Attachment J)
- Minority Vendor Self Certification Form (Attachment K)
- E-verify documentation
- Completed W-9
- Current Certificate of Liability Insurance
- Statement the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within three (3) business days of written notification of award. Sole proprietors are not required to register with Mississippi Secretary of State
- Detailed description of past experience of Qualified Residential Treatment Program Assessment Services or of similar size and scope
- Plan giving as much detail as is practical explaining how the services will be performed;
- Resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
- A budget narrative including an itemized list of all expenditures for the services and activities covered by the Application with no additional or hidden fees; Offeror's financial statement for previous fiscal year;
- Description of quality control and assurance programs for employees
- Detailed approach to the management of the program and ability to keep the program on target and to ensure that the requested services are provided;
- Offeror's plan to ensure that all requests are being met and the ability to identify and resolve problems which occur;
- Method(s) for estimating and documenting personnel hours spent by staff on program activities to be sure they are sound and fair; (Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting);
- Identification of in-house resources vs. contracted resources
- Documentation of experience in performing similar work by employees and when appropriate, sub-contractors and understanding the importance of interacting with the appropriate MDCPS staff and presenting a plan to do so appropriately; and,

B. TAB 2 of Binder and File Folder 2 on the USB Flash Drive (REDACTED) (Vendor's name is NOT displayed)

Cost Factors, Price and Financial Information

- A budget narrative including an itemized list of all expenditures for the services and activities covered by the Application with no additional or hidden fees; Offeror's financial statement for previous fiscal year;
- Signed Statement of Qualifications Form (Attachment B)
- Description of quality control and assurance programs for employees

C. TAB 3 of Binder and File Folder 3 on the USB Flash Drive (REDACTED) (Vendor's name is NOT displayed)

Technical Information

- Plan giving as much detail as is practical explaining how the services will be performed;
- Detailed description and documentation of past experience of Qualified Residential Treatment Program Assessment Services or of similar size and scope

D. TAB 4 of Binder and File Folder 4 on the USB Flash Drive (NOT REDACTED) (Vendor's name is displayed)

Management Information

- Detailed approach to the management of the program and ability to keep the program on target and to ensure that the requested services are provided;
- Offeror's plan to ensure that all requests are being met and the ability to identify and resolve problems which occur;
- Method(s) for estimating and documenting personnel hours spent by staff on program activities to be sure they are sound and fair; (Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting);
- Documentation of contracts or state contracts of Qualified Residential Treatment Program Assessment Services or of similar size and scope
- Identification of in-house resources vs. contracted resources
- Documentation of experience in performing similar work by employees and when appropriate, sub-contractors (Personnel-Resumes) and understanding the importance of interacting with the appropriate MDCPS staff and presenting a plan to do so appropriately;

Additional submission requirements include:

- Mailing or hand delivering one (1) original physical copy and one (1) electronic copy of the Statement of Qualification shall be submitted in a sealed envelope or package to 750 North State Street, Jackson, MS 39202. All documents contained in the original Statement of Qualification must have original signatures and must be signed by a person who is authorized to bind the Offeror. Sealed Statement of Qualifications should be labeled as follows:

PLEASE MARK YOUR ENVELOPE:

Request for Qualifications for Qualified Residential Treatment Program Assessment Services

RFQ No. 2021QRTPA001 Opening Date: September 3, 2021

RFX Number: 3140002781

Mississippi Department of Child Protection Services

750 North State Street

Jackson, Mississippi 39202

SEALED QUALIFICATION PACKAGE

*****DO NOT OPEN****

- Timely submission of the Statement of Qualifications package is the responsibility of the Offeror. Statement of Qualifications received after the specified time will be rejected, shall not be considered for award and Offerors shall be notified as soon as practicable of late bid. The time and date of receipt by MDCPS will be indicated on the envelope or package by MDCPS staff.
- MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a Statement of Qualifications with modifications or additions as non-responsive.
- Any Offeror claiming that its Statement of Qualifications contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 2561-1 et seq.), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.
- All Statement of Qualifications packages must be received by MDCPS no later than September 3, 2021, 12:00 p.m., CST. Statement of Qualifications submitted via facsimile (faxes) or email will not be accepted. It is recommended that if a Statement of Qualifications is mailed to MDCPS, it should be posted in certified mail with a return receipt requested. MDCPS will not be responsible for mail delays or lost mail.

4.2.1 Late Submissions

Statement of Qualifications received after the exact time specified for receipt will not be considered unless it is the only Statement of Qualifications received and determined by the Chief Procurement Officer to be in the best interest of the State to be considered.

4.2.2 Responsive Offeror

Offeror must submit a qualification which conforms in all material respects to this **RFQ No. 2021QRTPA001** as determined by MDCPS.

4.2.3 Responsible Offeror

Offeror must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDCPS.

4.3 Nonconforming Terms and Conditions

A qualification that includes terms and conditions that do not conform to the terms and conditions in the Request for Qualifications is subject to rejection as non-responsive. MDCPS reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its Statement of Qualifications prior to a determination by the MDCPS of non-responsiveness based on the submission of nonconforming terms and conditions.

4.4 Evaluation Procedure

4.4.1 Evaluation Factors

The MDCPS reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDCPS Commissioner.

Statement of Qualifications submitted by the specified time and containing requirements described in Section 4.2 shall be evaluated by an Evaluation Committee selected by the MDCPS. The specific criteria that will be used in evaluating the merits of the qualifications are listed below. The criteria are weighted to yield a total of 100 points and shall include the following:

Technical Factors (Proposed Methodology) - 29 Points (29%)

1. Does the offeror's qualification demonstrate a clear understanding of the scope of work and related objectives? – 29 points (29%)

Cost Factors -36 Points (36%)

All respondents will receive 36 points (36%) for cost factors, as the contract rates are set by MDCPS.

Management Factors - 35 Points (35%)

1. Project management:
 - a. How well does the proposed scheduling timeline meet the needs of the soliciting agency? (Compare submitted projected plan to the projected plan of the agency) – **5 points (5%)**
2. History and experience in performing the work:
 - a. Does the offeror document a record of reliability of timely delivery and on-time and on-budget implementation? **2.5 points (2.5%)**
 - b. Does the offeror demonstrate a track record of service as evidenced by on-time, on budget, and contract compliance performance? **2.5 points (2.5%)**

- c. Does the offeror document industry or program experience? **5 points (5%)**
- 3. Availability of personnel, facilities, equipment and other resources:
 - a. To what extent does the offeror rely on Vendor's own resources vs. contracted resources? **10 points (10%)**
- 1. Qualification and experience of personnel:
 - a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors? **10 points (10%)**

TOTAL 100

Discussions may be conducted with Offerors who submit qualifications determined to be reasonably susceptible of being selected for award. Likewise, MDCPS also reserves the right to accept any statement of qualifications as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all Offerors are advised to propose their most favorable terms initially.

Awards shall be made to the responsive and responsible Offeror whose statement of qualification is determined to be the most advantageous to the State, taking into consideration all the evaluation factors set forth in Section 4.4.1.

Statement of Qualifications Evaluation Committee

An evaluation committee will be selected to evaluate and rate the statement of qualifications. Prior to evaluations, a list of all Offerors will be presented to the committee for conflict of interest certification purposes. This list shall only include the name of the Offeror without any corresponding identifying information which would affect the blind evaluation of factors not requiring knowledge of the name of the Offeror. Each individual participating in the evaluation shall execute a statement certifying that he or she does not have a conflict of interest.

If the designated person reveals the names of Offerors and the corresponding identifying information before such time, the procurement process shall be terminated, and the application resolicited.

Members of the committee will be from pertinent MDCPS programmatic and administrative personnel and/or other professional staff and consultants may also assist in the evaluation process. The committee will review each Offeror's qualification in order to determine if the application sufficiently addresses all of the RFQ requirements and that the Offeror has developed a specific approach to meeting each requirement.

The committee will evaluate technical factors with no knowledge of the names of the Offerors.

The committee will not evaluate price. Each Offeror will receive 36 points (36%) for cost factors-based on the amount set by MDCPS.

4.5 Award

The contract will be awarded by written notice, to the highest ranked Offeror(s) whose statement of qualifications meets the requirements and criteria set forth in this Request for Qualifications. As stated, MDCPS anticipates making multiple awards.

4.6 Basis of Award

All Statement of Qualification packages received in response to this RFQ by the stated deadline will receive a comprehensive, fair, and impartial review. A review committee will consider the Statement of Qualifications in the following three-phase process:

Phase 1 (Responsiveness): During this phase of the review process, all Statement of Qualifications received will be reviewed to determine if the following mandatory requirements of this RFQ have been satisfied:

- Statement of Qualifications submission deadline met;
- Required format followed (typed, indexed, and divided by tabs/folders);
- one (1) original, signed hard copy of the qualification package in a binder and one (1) electronic copy of the qualification package on a USB flash drive in a sealed envelope or package
- Completed and signed Acknowledgement of Amendment Form, if applicable (Attachment C);
- Statement the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within three (3) business days of written notification of award. Sole proprietors are not required to register with Mississippi Secretary of State

Each statement of qualification that is determined incomplete or insufficient may be declared non-responsive and may be rejected with no further evaluation. The Office of Contracts and Procurement may request clarifications from the Offeror(s) in order to determine if they may advance to Phase II. Offerors that are determined to have complied will continue to Phase II, while Offerors that are determined to be non-responsive will be notified in writing of such determination.

Offerors who do not move to Phase II will be promptly notified in writing (which may include electronic mail).

Phase II (Evaluation): During this phase of the review process, all remaining Statement of Qualification will be reviewed to determine responsibility; i.e., whether the minimum Offeror requirements of this RFQ have been met. Offerors that are determined by the review committee to have shown the minimum qualifications will be found to be responsible. These Offerors will

continue to the next phase, while Offerors that are not determined to be responsible will be notified in writing of such determination.

Offerors who do not move to Phase 3 will be promptly notified in writing

Phase III (Selection): After the Evaluation Committee has completed the evaluation of the qualifications, a summary report including all evaluations will be submitted to the MDCPS Commissioner and appropriate Deputy Commissioner. The MDCPS Commissioner will make the final decision regarding the winning applications. The winning application(s) must have a minimum average score of 75 points.

4.7 Notification

All participating Offerors will be notified of MDCPS' intent to award a contract. In addition, MDCPS will identify the selected vendor(s). Notice of award is also made available to the public upon request.

Section 5

5.1 Post-Award Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of the Notice of Intent to Award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

5.1.1 Information to be Provided

At a minimum, the debriefing information shall include the following:

- (1) The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, proposal, or qualifications, if applicable;
- (2) The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- (3) The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- (4) A summary of the rationale for award; and,
- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed

5.1.2 Information Not to be Provided

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, proposal, or qualification with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79- 23-1 and §§ 75-26-1 through 75-26-19.

5.2 Protest of Solicitations of Awards

Protestors should seek resolution of their complaints initially with the office that issued the solicitation. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer and copy the Mississippi Department of Finance and Administration Director of the Office of Personal and Professional Service Contract Review. The protest shall be submitted in writing within seven (7) calendar days of the Notice of Intent to Award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation. A protest is considered filed when received by the Chief Procurement Officer. Protests filed after the seven (7) calendar days period shall not be considered. The Chief Procurement Officer shall submit a copy of the protest to the Office of Personal Service Contract Review within three (3) business days of receipt of a written protest. The Office of Personal Service Contract Review shall forward a copy of the protest to the Special Assistant Attorney General. To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or award

5.2.1 Content of Protest

To expedite handling of protests, the envelope should be labeled "Protest." The written protest shall include as a minimum the following: (a) the name and address of the protestor; (b) appropriate identification of the procurement and if a contract has been awarded, its number; (c) a statement of reasons for the protest; and (d) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

5.3 Statement of Qualifications Exceptions

Offerors taking exception to any part or section of the solicitation shall indicate such exceptions on the Statement of Qualification Exception Summary Form (**Attachment D**). Failure to indicate any exception will be interpreted as the Offeror's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

5.4 Required Contract Terms and Conditions

Any contract entered into between MDCPS and a vendor/Offeror shall include the required clauses found in **Attachment N** and those required by the *Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations* as updated.

5.5 Approval

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

Attachments

The attachments to this Request for Qualifications are made a part of this Request for Qualifications as if copied herein in words and figures.

ATTACHMENT A

Statement of Qualifications Cover Sheet

The Mississippi Department of Child Protection Services is soliciting Statement of Qualifications from qualified Offerors

PLEASE MARK YOUR ENVELOPE:

Offeror Organization Name HERE

Request for Qualifications for Qualified Residential Treatment Program Assessment Services

RFQ No. 2021QRTPA001 Opening Date: September 3, 2021, 12:00 p.m. CST

RFX Number: 3140002781

Mississippi Department of Child Protection Services

750 North State Street

Jackson, Mississippi 39202

SEALED STATEMENT OF QUALIFICATION PACKAGE

*****DO NOT OPEN*****

Date Submitted: _____

Offeror Organization Information:

Name of Organization: _____

Mailing Address: _____

Authorized Official: _____

Phone: () _____ **Email:** _____

Tax I.D. No.: _____ **DUNS No.:** _____

BUSINESS ID No. (Issued from Mississippi Secretary of State's Office (*Out-of-state corporations ONLY*)): _____

Contact Person for Offeror:

Name: _____ **Title:** _____

Phone: () _____ **Email:** _____

In addition to providing the above contact information, please answer the following questions:

How many years has the firm been in business to perform the services outlined in this RFQ?

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. (Required)

If your company is not physically located in the region, how will you supply the services outlined in the RFQ? If not applicable, please indicate "N/A"(Required)

List all licenses or permits your company possess that are applicable to performing the services required in this RFQ. (Required)

Describe current financial position and cash flow of the Offeror and evidence that the Offeror has a history of financial solvency. (Required)

Describe any contract terminations or non-renewals within the past ten (10) years. (Required)

Describe any specific services which your company offers along with any innovative technology and techniques, specialized experience, certification, and/or education of your current staff. (Required)

By signing below, I certify that the abovementioned information is true and complete, and I have the authority to bind the company. I do not have any questioned costs, audit, monetary and/or unresolved findings with MDHS, Division of Program Integrity. I understand that as a condition of award, I may be required to present documentation which verifies the accuracy of the information on this Statement of Qualification Cover Sheet. Any incorrect and/or missing information is considered non-responsive and is subject to rejection.

Signature of Authorized Official/Title

Date

ATTACHMENT B

Statement of Qualification Form for Qualified Residential Treatment Program Assessment Services

Categories of Services to be provided. **Offeror must mark each category for which they wish to be considered.**

☐ Qualified Residential Treatment Program Assessment Services

| Offeror | Telephone Number | Email Address |
|---------|------------------|---------------|
| | | |

Contract Rate Schedule

The compensation for these services is \$_____.

| | |
|--|--|
| | |
| | |
| | |

By signing below, the company representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

Authorized Representative

ATTACHMENT C

Acknowledgement of Amendment to RFQ No. 2021QRTPA001

I, _____, acknowledge that RFQ No. 2021QRTPA001 has been amended on
Authorized Official's Name

_____ to include the following:

Date

I, _____, understand that Statement of Qualifications will **only**
Authorized Official's Name

be accepted from Offerors who submit this acknowledgement of amendment #_____.

Name of Company

Authorized Official's Typed Name/Title

Signature of Authorized Official

Date

(No stamped signature)

This acknowledgement should be enclosed in accordance with the instructions located in Section 1.12 of this RFQ.

ATTACHMENT D

Statement of Qualifications Exception Summary Form

List and clearly explain any exceptions, for all Statement of Qualifications Sections and Attachments, in the table below. Indicate “N/A”, if there are no exceptions.

| RFQ Reference | Offeror Qualification Reference | Brief Explanation of Exception | MDCPS Acceptance (sign here only if accepted) |
|--|--|---|---|
| Reference specific outline point to which exception is taken | Page, section, items in Offeror's qualification where exception is explained | Short description of exception being made | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |

ATTACHMENT E

MDCPS STANDARD TERMS AND CONDITIONS

1. That he/she has thoroughly read and understands the Request for Qualifications and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Qualifications and Attachments thereto;
3. That the company agrees to all provisions of the Request for Qualifications and Attachments thereto including, but not limited to, the Required Clauses to be included in any contract resulting from this RFQ (Attachment N);
4. That the company will perform the services required at the prices indicated above;
6. The company represents that its workers are licensed, certified and possess the requisite credentials to perform (Insert Name of Services).
7. **NON-DEBARMENT**-By submitting a Statement of Qualification, the company certifies that it is not currently debarred from submitting qualifications for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state and that it is not an agent of a person or entity that is currently debarred from submitting qualifications for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state.
8. **INDEPENDENT PRICE DETERMINATION**-The company certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any collusion, consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a qualifications, or the methods or factors used to calculate the prices qualifications/offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**-The prospective contractor represents as a part of such Contractor's qualifications or proposal that such Contractor **has/has not** (please circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **REPRESENTATION REGARDING CONTINGENT FEES**-The company represents that it **has/has not** (please circle applicable word or words) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the company's qualifications or proposal.
11. **REPRESENTATION REGARDING GRATUITIES**-The bidder, Offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

Company Name: _____

Printed name of authorized representative: _____

Date: _____

Signature: _____

*Note: Please be sure to **circle the applicable word or words** on numbers 9 (Prospective Contractor's Representation Regarding Contingent Fees) and 10 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or sign the qualifications form may result in the qualifications being rejected as non-responsive. **Modifications or additions to any portion of this qualification may be cause for rejection of qualifications.***

ATTACHMENT F

Mississippi Department of Child Protection Services

Pre-Offeror's Statement of Acknowledgment

I understand and acknowledge that my signature on the attached contract and other documents and exhibits does not constitute a contract until same is approved and signed by the Commissioner of the MDCPS, who is that agency's official signature authority.

I further understand and acknowledge that the Commissioner of MDCPS may direct Contracts and Procurement Unit, to reject any or all statement of qualifications.

Name_____

Organization_____

Signature of Authorized Representative: _____

Date_____

ATTACHMENT G

Proprietary Information Form

Did the Offeror submit any information to the MDCPS for the RFQ No. 3180001030 which contained trade secrets or other proprietary data which the contractor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code?

Yes _____

No _____

If yes, please indicate which parts/pages below that the contractor wishes to designate as proprietary.

- 1.
- 2.
- 3.
- 4.
- 5.

(No stamped signature)

Signature of Authorized Official/ Title

Date

Name of Organization

ATTACHMENT H

PROFESSIONAL REFERENCES

REFERENCE 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.

Offeror may submit as many references as desired by submitting as many additional copies of Attachment H, References, as deemed necessary. References will be contacted in order listed until one (1) references have been interviewed and Reference Score Sheets completed. No further references will be contacted; however, Offerors are encouraged to submit additional references to ensure that at least one (1) reference is available for interview.

ATTACHMENT I

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

FEDERAL DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

| | |
|---|--|
| Subgrantee's/Contractor's Name | |
| Authorized Official's Name | |
| DUNS Number | |
| Address | |
| Phone Number | |
| Are you currently registered with www.sam.gov (Respond Yes or No) | |
| Registration Status (Type Active or Inactive) | |
| Active Exclusions (Type Yes or No) | |

I hereby certify that _____ is not on the list for federal
debarment on www.sam.gov –System for Award Management.

Signature of Authorized Official

Date

ATTACHMENT J

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES PARTNERSHIP DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

| | |
|--------------------------------|--|
| Subgrantee's/Contractor's Name | |
| Authorized Official's Name | |
| DUNS Number | |
| Address | |
| Phone Number | |

I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDCPS.

Signature of Authorized Official

Date

ATTACHMENT K
STATE OF MISSISSIPPI
MINORITY VENDOR SELF CERTIFICATION FORM

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: _____

Address: _____ Post Office Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Tax I.D.: _____

SAAS Vendor#s (if known): _____

MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

___Applicable

___Not Applicable

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise

___A (Asian Indian)

___B (Asian Pacific)

___C (Black American)

___D (Hispanic American)

___E (Native American)

Women Business Enterprise

___M (Asian Indian)

___N (Asian Pacific)

___O (Black American)

___P (Hispanic American)

___Q (Native American)

___R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____ Certified by: _____

Date: _____ Title: _____ Name Printed: _____

Issue Date March 31, 2002

ATTACHMENT L
REQUIRED LETTER OF INTENT

Date

Mr./Ms./Dr. _____

Title _____

Address _____

City, State, Zip Code _____

Dear Mr./Ms./Dr.: _____

This letter confirms our intent to submit a statement of qualification pursuant to RFQ No. 3180001031

_____ service area includes _____. Also,
Organization Name
in compliance with the requirements of the letter of intent, _____
Organization Name

submits the following information:

Contact Person's Name: _____

Contact Person's Title: _____

Phone Number: _____

Fax Number: _____

Tax I.D. Number: _____

DUNS Number: _____

Physical Address: _____

Authorized Official's Email Address: _____

Thank you for your consideration.

Sincerely,

Authorized Official

ATTACHMENT M

**2nd Modified Mississippi
Settlement Agreement and
Reform Plan**

(See Mississippi Department of Child Protection Services Website)

<https://www.mdcpms.gov/olivia-y-lawsuit/>

ATTACHMENT N

For Illustrative Purposes

STATE OF MISSISSIPPI MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES CONTRACT FOR [INSERT TYPE OF SERVICES]

1. Parties. The parties to this contract are the Mississippi Department of Child Protection Services (hereinafter “MDCPS”) and [Insert Vendor Name] (hereinafter “Independent Contractor”).
2. Purpose. The purpose of this contract is for MDCPS to engage Independent Contractor for [insert type of services]. Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, “Scope of Services.”
3. Scope of Services. Independent Contractor will perform and complete in a timely and satisfactory manner the services described in the Scope of Services, attached hereto as Exhibit A, the Quotation/Application/Proposal, attached hereto as Exhibit B, the “*2nd Modified Mississippi Settlement Agreement and Reform Plan*”, attached hereto as Exhibit C, and the Budget, attached hereto as Exhibit D, incorporated herein by reference.
4. Consideration. As consideration for the performance of this Contract, Independent Contractor shall be paid a fee not to exceed [INSERT CONTRACT AMOUNT] (\$_____) in accordance with the budget attached hereto as Exhibit D.
5. Period of Performance. This contract will become effective for the period beginning [Start Date] and ending on [End Date] upon the approval and signature of both parties hereto.
6. Renewal of Contract. The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor prior to the contract anniversary date for one successive one-year period under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed [four] or extend past [add date]. However, if MDCPS does not intend to renew the contract, Independent Contractor shall be notified in writing prior to the contract anniversary date.
7. Method of Payment. Independent Contractor agrees to accept payments referenced in Paragraph 4, “Consideration”, to be paid as billed by Independent Contractor, upon review and approval by MDCPS. Independent Contractor agrees to submit invoices to MDCPS that contain a detailed account of each billing. **The final invoice is to be submitted no later than fifteen (15) days after the contract end date.** Independent Contractor is classified as an independent contractor and not a contractual employee of MDCPS. As such, any compensation due and payable to Independent Contractor will be paid as gross amounts. Independent Contractor invoices shall be submitted to the Agency as set forth in

Paragraph 27. Independent Contractor invoices shall be submitted to MDCPS at contract.invoices@mdcps.ms.gov by the 10th day of each month following completion.

8. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the federal courts in the State or in a court of competent jurisdiction in Hinds County, Mississippi. Independent Contractor shall comply with applicable federal, state, and local laws and regulations.
9. Availability of Funds. It is expressly understood and agreed that the obligation of the MDCPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDCPS, MDCPS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
10. Representation Regarding Contingent Fees. Independent Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.
11. Representation Regarding Gratuities. The Independent Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
12. Compliance with Laws. Independent Contractor understands that MDCPS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Independent Contractor agrees during the term of the agreement that Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
13. Insurance. Independent Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Independent Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, and employee dishonesty insurance or fidelity bond

insurance with third party liability coverage. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage MDCPS as an additional insured. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

14. Indemnification. To the fullest extent allowed by law, Independent Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Independent Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Independent Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Independent Contractor defends said claim, suit, etc., Independent Contractor shall use legal counsel acceptable to the State. Independent Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Independent Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

15. Stop Work Order.

- 1) Order to Stop Work: MDCPS may, by written order to Independent Contractor at any time, and without notice to any surety, require Independent Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Independent Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, MDCPS shall either:
 - a) cancel the stop work order; or,
 - b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- 2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the

delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a) the stop work order results in an increase in the time required for, or in Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b) Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if MDCPS decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
 - 4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

16. **Termination.** The Commissioner may terminate this contract with or without cause upon thirty (30) days prior written notice to the Independent Contractor.

17. **Termination for Convenience.**

- 1) *Termination.* The Commissioner or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Commissioner or designee shall give written notice of the termination to Independent Contractor specifying the part of the contract terminated and when termination becomes effective.
- 2) *Independent Contractor's Obligations.* Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Independent Contractor will stop work to the extent specified. Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Commissioner or designee may direct Independent Contractor to assign Independent Contractor's right, title, and interest under terminated orders or subcontracts to the State. Independent Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. **Termination for Default.**

- 1) *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time

specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- 2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.
- 3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- 4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-priced contracts,

“Termination for Convenience”. (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).

- 5) *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 - 6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
19. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDCPS upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
20. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications shall not be initiated by the Independent Contractor within the last 90 days of the contract period, without prior approval from the Commissioner’s Office.
21. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
22. Non-Solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates

unless mutually agreed to in writing by the State or Contractor.

23. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
24. E-Payment. Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
25. E-Verify. If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:
 - (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 - (2) the loss of any license, permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - (3) both. In the event of such cancellation/termination, Independent Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.
26. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions.

See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent MDCPS contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

27. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Independent Contractor's choice. The State may, at its sole discretion, require Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
28. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business listed herein. Notice shall be deemed given when actually received or when refused. MDCPS and Independent Contractor agree to promptly notify each other in writing of any change of address.

For Independent Contractor:

[Insert Vendor Name]

Attn: [Contact Name]

[Insert Vendor Address]

For MDCPS:

Mississippi Department of Child
Protection Services

Attn: RFQ Coordinator

750 North State Street

Jackson, Mississippi 39202

29. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 700, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov/pprb/>.
30. Severability. If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

31. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
32. Requirements Contract. During the period of the contract, Independent Contractor shall provide all the service described in the contract. Independent Contractor understands and agrees that this is a requirements contract and that MDCPS shall have no obligation to Independent Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDCPS for the period of the contract. The amount is only an estimate and Independent Contractor understands and agrees that MDCPS is under no obligation to Independent Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Independent Contractor further understands and agrees that MDCPS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
33. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understanding, and agreements, written or oral, between the parties relating thereto.
34. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date indicated below, after first being authorized so to do.

By: _____
Mississippi Department of Child
Protection Services
Andrea Sanders
Commissioner

By: _____
Mississippi Department of Child
Protection Services
Deputy Commissioner

By: _____
[Contractor Name]
[Contractor Contact Person]

ATTACHMENT O

Reference Score Sheet

TO BE COMPLETED BY MDCPS STAFF ONLY

LOCATION (*city, county, region or statewide*): [_____]

Applicant Name: _____

Reference Name: _____

Spoke to: _____

Score: _____

| | | |
|--|-----|----|
| Able to provide services in a timely manner? | Yes | No |
| Satisfied with _____services provided? If no, please explain. | Yes | No |
| Applicant easy to work with ? | Yes | No |
| Applicant listened when you had an issue and readily offered a solution? If never an issue, please check here_____.) | Yes | No |
| Would you recommend? | Yes | No |

Each “yes” is one point; each “no” is zero points. Bidder must have a minimum score of “4” from two references (total of “8” points) to be considered responsible and for its bid to be considered.

| | | |
|---|-----|----|
| Do you have any business or professional interest in the bidder’s organization? If yes, please explain. | Yes | No |
|---|-----|----|

Called by: _____

Date/Time:_____
